

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

## NOTICE TO BIDDERS SPECIFICATION NO. 05-096

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

### ANNUAL REQUIREMENTS FOR PRINTING AND MAILING OF TAX STATEMENTS FOR THE LANCASTER COUNTY TREASURER

#### MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, April 27, 2005**, in the office of the Purchasing Agent, "**K**" **Street Complex, Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

#### COMMISSIONERS

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DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

# SEALED BID

## SPECIFICATION NO. 05-096

BID OPENING TIME: 12:00 NOON  
DATE: Wednesday, April 27, 2005

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

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The undersigned submitted, having full knowledge of the requirements of Lancaster County for the above listed project and the terms and conditions of the request, agrees to provide the labor, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

### PRINTING AND MAILING OF TAX STATEMENTS BIDDING SCHEDULE

(see sample "2004 Real Estate Tax Statement", quantity 100,000)

	<u>Piece Price</u>	<u>Total Price</u>
1. PRINTING FORM - 8-1/2 x 14" blank, printed 2 sided, front: black/red, back: black, including two (2) perforations (include in the price 10,000 extra blank forms) <b>110,000 pieces:</b>	\$ _____	\$ _____
2. PRINTING MAILING ENVELOPE - #10 window (to match form), 1 color, 1 side: <b>80,000 pieces:</b>	\$ _____	\$ _____
3. PRINTING RETURN ENVELOPE - #9 window (to match form), 1 color, 1 side: <b>80, 000 pieces:</b>	\$ _____	\$ _____
4. IMPRINT TAX DATA - Name, address, tax data and unique parcel #, seven bar coded areas (not including zip), <b>100,000 pieces:</b>	\$ _____	\$ _____
5. ADDRESS STANDARDIZATION - Manipulation of data to provide corrected addresses & max. postal discounts, <b>80,000 pieces:</b>	\$ _____	\$ _____
6. ESTIMATED POSTAGE (assuming 25% consolidated for multiple statements mailed to one address), <b>80,000 pieces:</b>	\$ _____	\$ _____

7. COMPUTER/TECHNICAL CHARGES (specify, i.e., one-time fee to develop the interface with our software): \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

8. FOLDING & INSERTING forms into envelopes, **80,000 pieces** \$ \_\_\_\_\_ \$ \_\_\_\_\_

9. NCOA (charge per thousand - 100,00 pieces) **100 thousand** \$ \_\_\_\_\_ \$ \_\_\_\_\_

8. ANY ADDITIONAL CHARGES PROJECTED (specify): \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL EST. CHARGES: \$ \_\_\_\_\_**

Is your firm able to meet the outlined project schedule ?	<u>Yes</u>	<u>No</u>
Is your firm able to provide the insurance requirements?	<u>Yes</u>	<u>No</u>
If successful, is your firm interested in the added 3 yr. renewal option?	<u>Yes</u>	<u>No</u>
Are your unit prices firm for the first year?	<u>Yes</u>	<u>No</u>
Will you extending the County's pricing to other public agencies?	<u>Yes</u>	<u>No</u>

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.  
 MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:  
 SEALED BID FOR SPEC. NO. 05-096**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE NO.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**FAX NO.**

\_\_\_\_\_  
**EMPLOYER'S FEDERAL I.D. NO.  
 OR SOCIAL SECURITY NUMBER**

**Email:** \_\_\_\_\_

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID. Bid tabulations may be viewed on-line by going to our website: <http://www.lincoln.ne.gov/city/finance/purch/index.htm>, "Bidding Opportunities"

# **BID QUESTIONNAIRE**

## **PRINTING AND MAILING OF TAX STATEMENTS FOR THE LANCASTER COUNTY TREASURER**

1. Executive Summary: Please provide an overview of your organizations document management experience (to be provided on a separate sheet or brochure enclosed with the bid response).
2. Describe your equipment, capacity, and capabilities in regard to document management. Include specifics on the following (use a separate sheet):
  - Processing - compatibility and redundancy
  - Output quality
  - Flexibility
  - Maintainability
  - Filtering capabilities
  - File layout acceptance (including time needed in the event of a layout change)
  - Quality assurance programs
3. What is the average turnaround time from the receipt of the file to actual mailing?
4. Describe your materials inventory process. Including: maintenance, reordering, and billing.
5. Please describe what Lancaster County Treasurer could expect (including time frames) during an implementation phase with your organization.
6. Provide sample document examples from previous jobs.
7. Do you offer a guarantee if Lancaster County is not satisfied with the service and/or quality of the product?

8. What benefit(s) do you feel you offer Lancaster County?
9. Do you have the capability to selectively insert messages onto the documents produced? How many different inserted messages can be added?
10. Do you have the capability to selectively insert different documents? How many different documents may be inserted in a mailing?
11. Describe the sizes of envelopes you are capable of inserting.
12. Describe the size of forms you are capable of folding and inserting.
13. Describe how your firm intends to reconcile the County's mailing list against the USPS National Change of Address file (NCOA), and the format and process necessary for the County to import the corrected information to our computer system.

14. Explain how your firm will identify and consolidate multiple property statements to be mailed to a single address and how you intend to insure the County the maximum postal discount on these pieces.
15. Describe and provide examples of the type of report your firm will provide the County to document/verify the mailing is completed accurately.
16. Do you have any suggestions on ways the County and your firm can improve the efficiency and reduce the cost of our mailing efforts?
17. Subsequent year pricing: Unit prices quoted on the bidding schedule shall be firm for one (1) year. Unit prices may be subject to revision at the end of each one (1) year period. Price revisions shall be based on general industry changes and supported by adequate detail to document same. The prices quoted annually shall be firm for the full one (1) year period. Request for price changes shall be submitted to the County Treasurer in writing at least thirty (30) calendar days prior to the effective date. All decreases shall be automatically passed on to the County. In the event price changes are not acceptable to the County, the contract may not be renewed for the proposed period.

Do you concur with the unit price requirements?

\_\_\_\_ Yes

\_\_\_\_ No

COMMENTS:

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Contractor Name

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Signature

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Date

# REFERENCES

## PRINTING AND MAILING OF TAX STATEMENTS FOR LANCASTER COUNTY TREASURER

YOUR FIRM NAME: \_\_\_\_\_

1. Company Name: \_\_\_\_\_  
Co. Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

What type of services did you provide: \_\_\_\_\_

Have you had an on-going business relationship (state yrs.): \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Co. Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

What type of services did you provide: \_\_\_\_\_

Have you had an on-going business relationship (state yrs.): \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Co. Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

What type of services did you provide: \_\_\_\_\_

Have you had an on-going business relationship (state yrs.): \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

# **INSTRUCTIONS TO BIDDERS**

## **LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION**

### **1. BIDDING PROCEDURE**

1. Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. EQUAL OPPORTUNITY**

- 2.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 2.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 2.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **3. DATA PRIVACY**

- 3.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **4. BIDDER'S REPRESENTATION**

- 4.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 4.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.



## **6. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 6.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 6.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

## **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 7.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

## **9. BRAND NAMES**

- 9.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 9.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 9.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 9.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

## **10. DEMONSTRATIONS/SAMPLES**

- 10.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 10.2 Such demonstration can be at the County delivery location or a surrounding community.
- 10.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 10.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

## **11. DELIVERY**

- 11.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 11.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 11.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

## **12. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 12.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 12.1.1 Manufacturer's warranties and/or guarantees.
  - 12.1.2 Bidder's maintenance policies and associated costs.
- 12.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 12.3 Bidder Warrants and represents to the County that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 12.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 12.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the County of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the County, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/systems that does comply with this Specification and Agreement.
  - 12.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

## **13. ACCEPTANCE OF MATERIAL**

- 13.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 13.2 Material delivered under this proposal shall remain the property of the bidder until:
  - 13.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
  - 13.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 13.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 13.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 13.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

## **14. BID EVALUATION AND AWARD**

- 14.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.

- 14.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 14.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 14.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 14.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.

#### **15. INDEMNIFICATION**

- 15.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 15.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 15.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **16. TERMS OF PAYMENT**

- 16.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **16. LAWS**

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

#### **17. AFFIRMATIVE ACTION**

- 17.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

# **SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS**

## **LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION**

### **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the County for the contract period.
- 1.2 Items listed may or may not be inclusive of County requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the County shall be neither obligated nor limited to any specified amount. The County will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

### **2. CONTRACT PERIOD**

- 2.1 The contract term is for three (3) years, with option to renew for additional three (3) year term. Total contract term not to exceed six (6) years as 72 consecutive months.
- 2.2 Bidder must indicate on the Proposal Form, in the space provided, if renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract term.

### **3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the County:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.

3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the County.
7. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
8. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

### **4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the County's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various County Departments.
- 4.4 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.5 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.6 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

### **5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

# **SPECIFICATIONS**

## **PRINTING & MAILING OF TAX STATEMENTS FOR THE LANCASTER COUNTY TREASURER**

1. **SCOPE:** Lancaster County (County) invites Interested Bidders (Bidder) to submit sealed bids for Computer Integrated Printing and Mailing of Tax Statements for the Lancaster County Treasurer, for a three (3) year period commencing on or about June 1, 2005 through May 31, 2008, in accordance with the Specifications, Special Provisions for Commodity Term Contracts and Instructions to Bidders as set forth in this invitation for Bids and the described Contract Conditions.
  - 1.1 In a typical month, the Lancaster County Treasurer sends approximately 26,000 "Vehicle Tax" notices and, in addition, approximately 100,000 "Real Estate Tax" notices in November.
  - 1.2 The Real Estate Tax mailing in November will be used to compare costs provided by Bidders.
  - 1.3 If the November mailing goes well, the County may elect to have the Contractor prepare and mail the regular monthly Vehicle Tax notices.
2. **OPTION TO EXTEND:** The County, at their discretion and with mutual consent from the Contractor, may extend the period of this agreement (beyond the initial three year term) for up to three (3) additional years, in one (1) year increments (beginning on June 1, 2008).
  - 2.1 Bidders must indicate on the proposal form if extension renewals are an option you wish to offer the County.
  - 2.2 The Contractor shall be notified by the County Agent's intention to extend the contract period at least thirty (30) days prior to expiration of the original contract period.
3. **PRINTING GENERAL:** In the event of equipment failure or power failure, backup capability with no impact on time schedule is mandatory.
  - 3.1 Data provided by the County shall be manipulated by the Contractor and developed in to a high quality laser image.
  - 3.2 Contractor must be able to provide multiple printing and processing platforms, providing the flexibility to handle both small and large jobs.
4. **COMPUTERIZED INFORMATION:** The County intends to furnish the Successful Bidder with raw data including mailing addresses and tax information saved to disk, tape, etc., via our computer system which is to be interfaced with Bidders system to produce the mailing.
  - 4.1 It will be the responsibility of the Successful Contractor to manipulate the raw data, insert the required bar coding (seven separate bar codes, including: 3 each "Parcel Numbers", 2 each "Total Taxes", and 2 each "2<sup>nd</sup> Half Due" are needed on the sample).
  - 4.2 The County wishes to flag certain pieces of the Real Estate Tax mailing to receive a special message (to be printed in the red ink screened box labeled "Special Messages" - see sample form).
    - 4.2.1 We estimate no more than six (6) separate special messages will be used for the first mailing.
    - 4.2.2 The County will provide the Contractor with each special message's "flag" criteria.
    - 4.2.3 It will be the Contractor's responsibility to insert the appropriate special message based on the criteria provided by the County.

5. MAILING REQUIREMENTS: Successful Contractor will be expected to pre-sort all outgoing mail to take full advantage of postal discounts.
- 5.1 Contractor to apply bar code information on each piece of mail using the zip(3/5) code to determine the required pre-sorting for carrier routes.
- 5.2 Contractor shall be capable of merging multiple household/address records together by address and last name (we estimate 25% of the mailing will have multiple statements).
- 5.2.1 Contractor shall then sort and qualify multiple merged records for maximum postal discounts.
- 5.2.2 Multiple statements shall be printed out together.
- 5.3 Contractor shall provide all postal reports with counts required by the U.S. Postal Service and tray tags necessary for postal containers.
6. MAILING LIST RECONCILIATION:
- 6.1 Every six (6) months a magnetic tape file supplied by the County must be processed against the USPS National Change of Address File (NCOA) file to obtain and correct address changes.
- 6.1.2 All records with changes should be separated into two groups: all records with new addresses that remained in the county and all address changes which have moved out of the county.
7. DEADLINES: The County's "Real Estate Tax" statements (sample used for pricing) require delivery dates/turnaround times which have been selected for a specific reason.
- 7.1 Any deviation by the Contractor from those dates indicated, after the contract award, may result in the implementing of "Default" provisions of the contract.
- 7.2 Schedule is as follows:
- |                          |                 |
|--------------------------|-----------------|
| Bid Opening              | April 27, 2005  |
| Sign County Agreement    | May 31, 2005    |
| Begin technical coord.   | June/July, 2005 |
| Form Proof               | Oct. 18, 2005   |
| Form Final Approval      | Nov. 01, 2005   |
| Raw Data Supplied by Co. | Nov. 04, 2005   |
| Sample Imprinted Mailer  | Nov. 30, 2005   |
| Final Mailing Completed  | Dec. 01, 2005   |
8. REFERENCES: Bidder shall complete the "Work Reference" form attached included with these bidding documents.
- 8.1 Bidder shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Bidder is currently furnishing or has furnished, in the past, completed services for printing and mailing of official statements or other documents.
9. INFORMATION: For information regarding this request, contact:
- Kathy Smith, Assistant Purchasing Agent**  
"K" Street Complex, SW Wing  
440 South 8<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508  
Phone: (402) 441-8309  
Fax: (402) 441-6513  
Email: ksmith@ci.lincoln.ne.us

10. POSTAGE: The prices offered by the Contractor shall be for the cost of all labor, materials and equipment necessary to provide a complete mailing from start to finish.
  - 10.1 The County will reimburse the Contractor for actual mailing costs incurred.
    - 10.1.1 All discounts, rebates, processing and/or volume incentives received by the Contractor shall be passed on the County.
  - 10.2 Successful Contractor shall provide the County with a written estimate of postal charges prior to each mailing request.
11. ADD-ON ORDERS: Other City, County, State, and or Political Subdivisions may be interested in participating in the County's pricing arrangement.
  - 11.1 Indicate in the space provided on the questionnaire if your firm would be willing to extend the bid pricing to other interested government and/or public entities.
12. FORMS CHANGES FOR SUBSEQUENT YEARS: The initial printing format of the sample provided is general, the County reserves the right to change the format at anytime.
  - 12.1 New forms and form changes shall be initiated by the County with the Contractor on an as-needed-basis.
13. FORM SPECIFICATIONS:
  - 13.1 Pricing shall be calculated (as an example) on the form included in the bid packet as a rough draft of the "2004 Real Estate Tax Statement" form required by the County:
    - 13.1.1 Form Size: 8-1/2" x 14" (standard legal size)
    - 13.1.2 Stock: Standard 20# white bond paper
    - 13.1.3 Printed: Two (2) sided
    - 13.1.4 Ink Front: All black printed type with a "Special Message" area, which is to be a red screen (actual message to be printed with black)  
Back: Black screen (suitable for form instructions)
    - 13.1.5 Quantity: 100,000 pieces (to be printed and mailed)
    - 13.1.6 Bar Codes: Seven (7) separate bar codes, including: 3 each "Parcel Numbers", 2 each "Total Taxes", and 2 each "2<sup>nd</sup> Half Due" are needed
    - 13.1.7 Perforation: Two (2) tear-away perforation lines (bottom half of form)
    - 13.1.8 Processing: Reformat raw data provided by the County, to conform to USPS standards for maximum postal discounts
    - 13.1.8 Envelopes Mailing: large enough to accommodate the form and a return address envelop (can be window)  
Return: suitable for payment remittance (can be window)
14. PRICING STRUCTURE: The prices bid in this request shall be firm for the first year of the contract.
  - 14.1 Pricing for subsequent year shall be subject to redetermination within the parameters outlined in this request for proposal.
  - 14.2 Any adjustment (increase or decrease) from the current bid pricing shall be limited to the percentage of change offered in the maximum escalator percentage offered by the contractor with this offer (See "Bidding Schedule").
15. PAYMENT TERMS: Individuals authorized by the Lancaster County Treasurer will place verbal, fax or written orders direct to the Contractor throughout the contract period..
  - 15.1 Jobs will be submitted by the County on an as-needed-basis, no annual volume is implied or guaranteed as a result of this process.

- 15.2 Contractor shall provide the County with a written quotation following the order placement, indicating the Contractor's quoted price and a brief description of the job.
  - 15.3 The County's usual and customary payment terms are net 30 days.
  - 15.4 Invoices submitted for payment shall be sent to the County Treasurer upon completion and mailing of the printed material and any report verification required by the County.
  - 15.5 All work performed must be done in a satisfactory manner and completed during the billing period.
  - 15.6 Invoices and statements shall be prepared in an itemized format which shall provide the County with information required for verification.
16. EVALUATION: Award of this contract shall be made to the "lowest responsible Bidder"; determined by the County after evaluation of the offers, using the following criteria:
- 16.1 References provided with the bid response.
  - 16.2 The Bidder's ability to satisfactorily handle the type and volume of work being offered by the County.
  - 16.3 Equipment available (including computer integration), variety of capacity, range of capability, and quality of past jobs performed.
  - 16.4 Bidders production, technical, and supervisory personnel, and experience in the type of work bid.
  - 16.5 Bidder's internal management and ability to provide confidentiality, back up for emergency jobs; and accurate reporting, record keeping and billing.



## **INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS**

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

2. There shall be no exclusion or limitation for the Explosion (X), Collapse ©) and Underground (U) hazards.
  3. Coverage shall also include Products/Completed Operations.
  4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
  5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- |                                   |                                 |
|-----------------------------------|---------------------------------|
| Bodily Injury and Property Damage | 1,000,000 Combined Single Limit |
|-----------------------------------|---------------------------------|
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**NEBRASKA**

**FOR**

**ANNUAL REQUIREMENTS FOR #05-096**  
**PRINTING, MAILING AND RELATED SERVICES FOR**  
**REAL ESTATE AND MOTOR VEHICLE TAX STATEMENTS**  
**FOR THE**  
**LANCASTER COUNTY TREASURER**

**CONTRACTOR: NAME, ADDRESS**

# LANCASTER COUNTY, NEBRASKA

## CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this \_\_\_\_day of\_\_\_\_\_, 2005, by and between NAME, ADDRESS, hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Terms and Conditions, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Annual Requirements for Printing, Mailing and Related Services for Real Estate and Motor Vehicle Tax Statements, including: labor, technical assistance, supplies, equipment, delivery & consulting for the Lancaster County Treasurer, 555 So. 10<sup>th</sup> Street, Lincoln, NE 68508**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Bid in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Bids submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Bidder for the said Work for the sum or sums named in the *Contractor's Bid, a copy thereof being attached to and made a part of this Contract;*

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the highlights of the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. Compensation shall be as indicated on the submitted price proposal (Bid #05-096), all prices shall be firm for at least the first year (12 consecutive months from ratification of the contract agreement).
  - 1.1 Pricing for subsequent years shall be subject to redetermination within the parameters outlined in the bidding documents.
2. Term of the agreement is for a three (3) year period.
  - 2.1 The County, at their discretion and with mutual consent from the Contractor, may extend the period of the agreement (beyond the initial three year term) for up to three (3) additional years, in one (1) year increments.
3. The County intends to furnish the Contractor with raw data including: mailing addresses and tax information saved to disk, tape, or other mutually agreeable computer media.
4. The Contractor will produce the mailing documents and perform all necessary pre-sorting required to take full advantage of all postal discounts available.
5. Every six (6) months a magnetic tape file (or other mutually agreeable media) supplied by the County shall be processed by the Contractor against the USPS National Change of Address File (NCOA) to obtain and correct all known address changes.
6. Contractor agrees to extend the County's pricing arrangement along with our contract terms and conditions to other City, County, and Political Subdivisions who may wish to participate in our contract arrangement.
7. It is the express intent of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his/her employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.
8. Contractor agrees to indemnify and hold harmless and defend Lancaster County and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this agreement.
9. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
10. Contractor shall provide general liability insurance filed on the standard ACCORD CERTIFICATE OF INSURANCE.
11. Mr. Terry Adams, Deputy County Treasurer, (phone: 402-441-7425), or his designated representative, is the County's agent responsible for the day-to-day administration of this agreement.

The Contractor agrees to (a) furnish all labor, equipment, supplies, superintendence, transportation, and other accessories, consulting services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute services, and compete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal and clarification correspondence, or part thereof, as follows:

**SPECIFICATION 05-096, The Annual Requirements for Printing, Mailing and Related Services for Lancaster County Treasurer Real Estate and Motor Vehicle Tax Statements**

The Work included in this Contract shall be for the annual requirements for a three (3) year period, beginning **June 1, 2005 through May 31, 2008**. If mutually agreed upon the County and the Contractor may exercise an option to renew for Three (3) additional one (1) year periods (Beginning June 1<sup>st</sup>, 2008 through May 31<sup>st</sup>, 2011).

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders and Special Provisions for Commodity Term Contracts
2. The Accepted Bid and attachments
3. The Contract Agreements
4. The Specifications
5. The Insurance Requirements

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

\_\_\_\_\_  
Lancaster County Attorney

\_\_\_\_\_  
Chairperson, Board of Commissioners

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

\_\_\_\_\_  
Name of Corporation

ATTEST:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Secretary (SEAL)

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official